

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Planning Research & Development

**AGENDA DATE:** Introduction 05-17-05; Public Hearing 05-31-05

**CONTACT PERSON/PHONE:** Esther Guerrero, Planning Technician III – 541-4720

**DISTRICT (S) AFFECTED:** #8

**SUBJECT:**

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO THE EL PASO EMPOWERMENT ZONE TO TEMPORARILY CLOSE PORTIONS OF TEXAS AVENUE, FLORENCE STREET, OCHOA STREET, VIRGINIA STREET, ST. VRAIN STREET ANGE STREET, AND OCTAVIA STREET ON JUNE 18, 2005, JUNE 19, 2005, SEPTEMBER 4, 2005 AND OCTOBER 29, 2005 FOR THE "TEXAS AVENUE STREET FESTIVALS". (Fee: \$350.00, SP-05005, *District 8*)**

**BACKGROUND / DISCUSSION:**

See attached information.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** George Sarmiento

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **GENERAL INFORMATION:**

**SUBJECT:** Special Privilege SP-05005

This Special Privilege will permit the temporary closure of portions of Texas Avenue, Florence Street, Ochoa Street, Virginia Street, St. Vrain Street, Ange Street and Octavia Street for the "Texas Street Festivals".

The El Paso Empowerment Zone is sponsoring a series of three annual festival events to promote retail business on Texas Avenue.

The events will include the following:

- Custom Car & Chopper Festival – June 18, 2005 (11:00 a.m. – 9:00 p.m.)
- Custom Car & Chopper Festival – June 19, 2005 (11:00 a.m. – 7:00 p.m.)
- Texas Salsa Festival – September 4, 2005 (11:00 a.m. – 9:00 p.m.)
- Texas Rasquache Festival – October 29, 2005 (11:00 – 9:00 p.m.)

Entertainment will include live music, food, beverage, retail vendors and other event festivities.

As consideration for this Special Privilege License the applicant shall provide prior to City Council action the following:

- Submittal of a detailed traffic control plan and proposed use diagram on or before June 17, 2005, and distribution of the approved plans to the Planning Department for review and distribution to all applicable Departments;
- Applicant shall temporarily close premises by using the materials and methods approved by the City Engineering Department-Traffic Division;
- Coordination and approval from TXDOT for the use of public right-of-way;
- Provide written letters of support of proposed use of public right-of-way from abutting property owners;
- Coordinate with the El Paso Police Department on appropriate number of security personnel;
- Coordinate with Building Services and Inspections on number of required sanitary portables and any other applicable permits;
- Coordinate with the Health Department on vendor applications and inspections;
- Vending areas restricted within 15' of water hydrants, sanitary sewer manholes and other such structures; and
- Provide liability insurance.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO THE EL PASO EMPOWERMENT ZONE TO TEMPORARILY CLOSE PORTIONS OF TEXAS AVENUE, FLORENCE STREET, OCHOA STREET, VIRGINIA STREET, ST. VRAIN STREET ANGE STREET, AND OCTAVIA STREET ON JUNE 18, 2005, JUNE 19, 2005, SEPTEMBER 4, 2005 AND OCTOBER 29, 2005 FOR THE "TEXAS AVENUE STREET FESTIVALS".**

**WHEREAS**, THE EL PASO EMPOWERMENT ZONE (hereinafter referred to as "Grantee") is sponsoring the Texas Avenue Street Festivals (hereinafter referred to as "Event"), on Saturday, June 18, 2005, Sunday, June 19, 2005, Sunday, September 4, 2005 and Saturday, October 29, 2005; and

**WHEREAS**, the Grantee is requesting the use and closure of portions of public rights-of-way from 11:00 a.m. to 9:00 p.m. on June, 18, 2005; 11:00 a.m. to 7:00 p.m. on June 19, 2005; 11:00 a.m. to 9:00 p.m. on September, 4, 2005; and 11:00 a.m. to 9:00 p.m. on October 29, 2005, in conjunction with the proposed Event;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the Grantee is hereby granted a Special Privilege to temporarily close portions of the following public rights-of-way as shown within the attached and incorporated Exhibit "A" and hereinafter referred to as "Premises":

Texas Avenue between Campbell Street and Noble Street; Florence Street between Mills Avenue and Myrtle Avenue; Ochoa Street between Mills Avenue and Myrtle Avenue; Virginia Street between Mills Avenue and Myrtle Avenue; St. Vrain Street between Mills Avenue and Myrtle Avenue; Ange Street between Mills Avenue and Myrtle Avenue; and Octavia Street between Mills Avenue and Myrtle Avenue:

for the Event from 11:00 a.m. to 9:00 p.m. on June, 18, 2005; 11:00 a.m. to 7:00 p.m. on June 19, 2005; 11:00 a.m. to 9:00 p.m. on September, 4, 2005; and 11:00 a.m. to 9:00 p.m. on October 29, 2005.

The grant of this Special Privilege is subject to the following conditions:

1. Grantee shall pay for all costs associated with the temporary closing of the Premises. The Premises shall be temporarily closed using the materials and methods

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approved by the City Engineering Department-Traffic Division as outlined in Paragraph 2 of this Special Privilege.

2. Grantee shall submit a detailed traffic control plan to the City Engineering Department-Traffic Division. The City Engineering Department-Traffic Division on or before June 1, 2005 shall approve the detailed traffic control plan. Grantee shall submit copies of the approved detailed traffic control plan to the City Departments of Police, Fire, and Sun Metro no later than June 8, 2005. Failure to submit, obtain the approval, and distribute the approved detailed traffic control plan as herein provided shall result in an automatic termination of this Special Privilege. Grantee shall coordinate the temporary street closure with all appropriate City and State Departments to ensure that no problems exist with the temporary street closure and any street construction activity in the Downtown Area.-----

3. Grantee shall keep open a twenty (20) foot wide traffic lane for emergency vehicle access on all temporarily closed streets. Grantee acknowledges that the temporarily closed Premises must be opened for use by emergency vehicles upon demand by the City Departments of Police and Fire personnel. Grantee shall ensure that no structures shall be placed within fifteen (15) feet of any fire hydrant, nor directly over any water valve or sanitary sewer manhole in the Premises. In addition, should the City of El Paso for any reason decide that portions of the Premises that have been temporarily closed must be reopened, the Grantee, at no cost to the City, shall immediately after notice from the City Engineering Department-Traffic Division, reopen for public use the temporarily closed Premises.

4. Grantee shall be permitted to use the Premises for the Event purposes, including but not limited to all of the following: food and retail vending, entertainment staging, booths, event displays, public gathering areas (table and seating), and other festival-related activities.

5. Grantee shall not use any portions of other City public rights-of-way or City-owned property, without the express written consent of the City.

6. The City assumes no responsibility for maintenance of the Premises during the temporary closing by the Grantee.

7. The Premises shall be used by the Grantee solely for the Event purposes.

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8. As an express condition of this Special Privilege, Grantee shall meet and coordinate emergency access for the Event, including but not limited to, first-aid stations, emergency response, and manned security, with the City Departments of Fire and Police.

In addition, Grantee shall complete all of the following:

a. Provide on or before May 31, 2005, satisfactory written proof to the City Planning, Research and Development Department that the property owners and tenants within and adjacent to the Premises have no adverse objections to the temporary closing;

b. Obtain any permission, permit, license or lease to utilize any portion of City facilities used in connection with the Event prior to the use of the Premises;

c. Coordinate with any applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the Event or proposed use of the Premises, including but not limited to, sound amplification and the sale of alcoholic beverages;

d. Provide sufficient refuse containers within the Premises for the litter generated by participants and patrons of the Event. After the Event has ended, Grantee, at no cost to the City, shall clean up all litter and debris within the Premises, leaving the public rights-of-way in a clean and orderly condition;

e. No equipment, tables, booths, electrical lines, or other structures shall be placed within fifteen (15) feet of any connections to sprinkler systems and water hydrants and water valves and sanitary sewer manholes on or near the Premises; and

f. No equipment, tables, booths, electrical lines, or other structures shall be placed in such a manner that access is obstructed to any entrance or exit of any adjacent business.

9. The Grantee assumes full responsibility for the planning, coordination, management and production of the Event. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the Grantee, and the Grantee shall be deemed at all times to be an independent contractor. The grant of this Special Privilege shall in no way be construed as co-sponsorship of the Event.

10. Grantee expressly agrees that should any improvements, within the Premises, including but not limited to landscape planters, plants, street paving, or traffic

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identification signs and devices, be destroyed or damaged during the Event, Grantee shall replace or repair such improvements at Grantee's sole expense, and at no cost to the City.

11. As consideration for this Special Privilege, Grantee shall pay to the City the total sum of Three Hundred Fifty and No/100th Dollars (\$350.00) for closure of the public rights-of-way, which shall be due prior to the execution of this Special Privilege by the El Paso City Council. The advance payment shall be in the form of a cashier's check delivered to the office of the City Planning, Research and Development Department for remittance to the office of the City Comptroller. If the Special Privilege is disapproved by the City Council, the office of the City Comptroller shall make a full refund of the payment within fifteen (15) days of the denial action.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable ordinances and regulations.

12. Upon termination of this Special Privilege, the grant hereof shall cease, any property of the Grantee situated upon the Premises shall be removed by the Grantee without cost or expense to the City, and the Premises shall be restored to its original condition.

13. Grantee agrees to indemnify and hold the City harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted, occasioned by or in connection with the temporary closing of the Premises by Grantee, its agents, servants or employees or any organizations contracted by the Grantee either while the Event is in progress or as the result of the temporary closing of the Premises.

Grantee shall, prior to execution of this Special Privilege by the El Paso City Council, provide public liability insurance for personal injuries and death growing out of any one (1) accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000.00) per person, and Five Hundred Thousand and No/100ths Dollars (\$500,000.00) for two (2) or more persons in any one (1) accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00) for property damage

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growing out of any one (1) accident or other cause. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. All policies shall name the City of El Paso, its officers, agents, servants and employees as additional insureds. Grantee shall file a copy of the policy or certificate of insurance with the City Clerk, the City Planning, Research and Development Department and the City Attorney prior to City Council enactment of the Special Privilege.

14. This Special Privilege is subject to the governmental powers of the City.

15. This Special Privilege shall not take effect unless Grantee files its written acceptance with the City Clerk. If Grantee accepts the terms and conditions of this Special Privilege as a corporation, each of the persons accepting on behalf of Grantee warrants to City that Grantee is a duly authorized and existing corporation, that Grantee is qualified to do business in the State of Texas, that Grantee has full right and authority to accept the terms and conditions of this Special Privilege and that each and every person signing on behalf of Grantee is authorized to do so. Upon the City's request, Grantee shall provide evidence satisfactory to the City confirming these representations.

**PASSED AND APPROVED this 31<sup>st</sup> day of May, 2005.**


THE CITY OF EL PASO

**ATTEST:**

\_\_\_\_\_  
Joe Wardy  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  


Matt Watson  
Assistant City Attorney

Doc No. 12290

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  


George G. Sarmiento, AICP, Director  
Planning, Research & Development  
Department

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### ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 12<sup>th</sup> day of May, 2005.

GRANTEE: **EL PASO EMPOWERMENT ZONE**

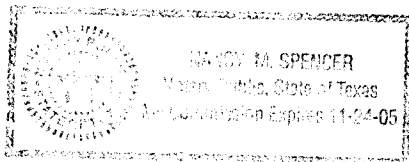
By: *Thyllis Rawley*  
Thyllis Rawley, Executive Director  
(printed name/title)

### ACKNOWLEDGMENT

THE STATE OF TEXAS    )  
                                      )  
COUNTY OF EL PASO    )

This instrument is acknowledged before me on this 12<sup>th</sup> day of May, 2005, by Thyllis Rawley as Executive Director on behalf of the **EL PASO EMPOWERMENT ZONE**, Grantee.

My Commission Expires:



*Nancy M. Spencer*  
Notary Public, State of Texas  
Notary's Printed or Typed Name:  
Nancy M. Spencer

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